

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4274406

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	RODNEY GORDON WALKER	02/13/2017
	DAVID ANDREW TROW	02/13/2017
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	SIMCRO LIMITED	
<b>Street Address:</b>	13 KAIMIRO STREET	
<b>City:</b>	HAMILTON	
<b>State/Country:</b>	NEW ZEALAND	
<b>Postal Code:</b>	3200	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	29592826
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	206-381-3300	
<b>Email:</b>	patentdocketing@lowegrahamjones.com	
<b>Correspondent Name:</b>	LOWE GRAHAM JONES, PLLC	
<b>Address Line 1:</b>	701 FIFTH AVENUE	
<b>Address Line 2:</b>	SUITE 4800	
<b>Address Line 4:</b>	SEATTLE, WASHINGTON 98104	
<b>ATTORNEY DOCKET NUMBER:</b>	SIMC-1-1004	
<b>NAME OF SUBMITTER:</b>	LAWRENCE D. GRAHAM	
<b>SIGNATURE:</b>	/Lawrence D. Graham/	
<b>DATE SIGNED:</b>	02/14/2017	
<b>Total Attachments: 5</b>		
source=SIMC-1-1004ASSNx#page1.tif		
source=SIMC-1-1004ASSNx#page2.tif		
source=SIMC-1-1004ASSNx#page3.tif		
source=SIMC-1-1004ASSNx#page4.tif		



## DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

### PARTIES

1. **Rodney Gordon WALKER**, a New Zealand citizen of 35 Puketaha Road, RD1, Hamilton 3281, New Zealand (**First Assignor**)
2. **David Andrew TROW**, a New Zealand citizen of 23 Stella Place, Chartwell, Hamilton, New Zealand (**Second Assignor**)
3. **SIMCRO LIMITED**, a New Zealand company, of 13 Kaimiro Street, Hamilton 3200, New Zealand (**Assignee**)

### INTRODUCTION

- A. The Assignors have agreed to assign the Intellectual Property Rights to the Assignee upon the terms set out in this deed.

### AGREED THAT:

#### 1. DEFINITIONS

- 1.1. In this deed (including the Introduction), unless the context requires otherwise:

**Assignors** means the First Assignor and Second Assignor;

**Copyright** means all copyright and similar rights or forms of protection in relation to the Invention (including in the Works).

**Design Applications** means the design patent applications set out in the schedule.

**Design Rights** means the Design Applications, and in relation to the Design Applications:

- (a) the right to apply, and obtain protection, for registered designs throughout the world;
- (b) the right to claim priority under any international convention or agreement from any application for registered designs, whether filed before, upon or after the Effective Date;
- (c) the rights conferred by such protection when granted; and
- (d) all Rights of Action.

**Effective Date** means the date that this deed is last signed.

**Encumbrance** means any lien, mortgage, charge, encumbrance, security interest or other similar interest;

**Improvements** means any modifications, improvements, enhancements or additions.

**Intellectual Property Rights** means all intellectual property rights in and to the Invention throughout the world, whether or not registered or registrable, and includes (without limitation):

- (a) the Patent Rights, Design Rights, Copyright and Know-how; and
- (b) all Rights of Action.

**Invention** means the inventions described in the applications set out in the schedule and includes all improvements to the invention made before the execution of this deed.

**Know-how** means all information and knowledge relating to the invention (including how to make and use the invention) which is confidential and not public knowledge.

**Patent Application** means the patent applications set out in the schedule.

**Patent Rights** means the Patent Applications, and in relation to the Patent Applications:

- (a) the right to apply, and obtain protection, for patents (or similar forms of protection) in all countries or regions of the world, including any applications under the Patent Cooperation Treaty;
- (b) the right to claim priority under any international convention or agreement from any application for patents (or similar forms of protection), whether filed before, upon or after the Effective Date;
- (c) the rights conferred by such protection when granted; and
- (d) all Rights of Action.

**Rights of Action** means any rights (whether in the name of the Assignor or Assignee) to bring or defend any claim or proceedings in relation to the Intellectual Property Rights, including any such rights which may have accrued before the signing of this deed.

**Works** means any drawings, specifications, processes, schedules, techniques, samples, specimens, prototypes, models, photographs, designs, descriptions, formulae, research and development results, test results, other technical information and other materials describing the use of or otherwise relating to the invention, whether in material form or otherwise.

## **2. COVENANTS**

- 2.1. **Power of Attorney.** To the extent that the Assignors breach any of their obligations under this deed or cannot reasonably be located by the Assignee, the Assignors irrevocably appoint the Assignee to act as the Assignors' attorney to execute any documents, perform any acts and exercise all powers in the name of the Assignors that may be necessary to fulfil the Assignors' obligations under this deed. The Assignors will be deemed to have ratified all things done by the Assignee under this clause 2.1.
- 2.2. **Waiver of Moral Rights.** To the maximum extent permitted by law, the Assignors irrevocably and unconditionally waive (or, as applicable, will procure the waiver of) all moral rights in relation to the invention and Works to which the Assignors are now or may become entitled to in the future.
- 2.3. **Consent to Assignment.** To the extent that any other person has any right, title and interest in and to the Intellectual Property Rights, the Assignors irrevocably consent to the assignment by that person of such right, title and interest to the Assignee.
- 2.4. **Provide Materials/Disclose Know-how.** Upon request, the Assignors will promptly:
  - (a) provide to the Assignee all original versions of the Works, and any other materials relating to the invention, that are in the Assignors' possession or under the Assignors' control; and
  - (b) disclose all Know-how that is known to the Assignors and unknown to the Assignee.
- 2.5. **Improvements.** To the maximum extent permitted by law, if the Assignors create any improvements to the invention and Works after the Effective Date, the Assignors:

- (c) will promptly notify the Assignee with details of those Improvements;
- (d) acknowledge that the Assignee owns all right, title and interest in and to those Improvements; and
- (e) will execute all documents and perform any other acts that may be necessary or desirable to perfect or confirm the Assignee's ownership of all right, title and interest in and to those Improvements.

2.6. **Confidentiality.** The Assignors will keep confidential, at all times, all information relating to the invention and Works, and will not disclose this information to any person, or publish it, without the prior written consent of the Assignee (provided that this will not apply to any information which is or becomes public knowledge, other than as a breach by either Assignor of this deed).

### 3. WARRANTIES

3.1. **Assignors' Warranties.** The Assignors warrant that:

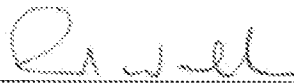
- (a) the Assignors have the legal right and authority, and have taken all necessary actions, to enter into and perform their obligations under this deed; and
- (b) to the best of the Assignors' knowledge, the Intellectual Property Rights are assigned to the Assignee free from any Encumbrances.
- (c) any Works created by the Assignors are the Assignors' original works and have not been copied (in whole or in part) from any other works.

### 4. GENERAL

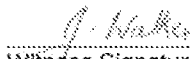
- 4.1. **Law and Jurisdiction.** This deed is governed by, and construed in accordance with, the laws of New Zealand. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the New Zealand courts in connection with this deed.
- 4.2. **Counterparts.** This deed may be signed in counterparts (including by facsimile copy or copy sent by email in PDF format), and such copies may be relied upon by the other party as though it were an original copy. All executed counterparts together will constitute one document.
- 4.3. **References.** In this agreement, references to the singular includes the plural and vice versa, unless the context indicates otherwise.

### SIGNATURES

SIGNED AS A DEED by  
Rodney Gordon WALKER in the presence  
of:

  
Signature

13/2/2017  
Date


  
Witness Signature

Jack Walker  
Witness Name

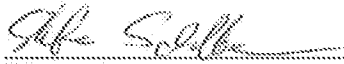
C.A.  
Witness Occupation

35 Rakatahi Road, Hamilton  
Witness Address

SIGNED AS A DEED by  
David Andrew TROW in the presence of:

  
Signature

13/2/17.  
Date

  
Witness Signature

Stefan Schumacher  
Witness Name

Product Development Engineer  
Witness Occupation

50 Brookfield Street, Hamilton  
Witness Address

SIGNED AS A DEED for and on behalf of  
SIMCRO LIMITED in the presence of:

  
Signature of Director/Authorised Signatory




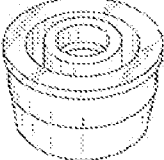
NIGEL HAZELWOOD  
Name of Director/Authorised Signatory

  
Signature of Director/Authorised Signatory

Ross Wauchope  
Name of Director/Authorised Signatory

13 Feb 2017.  
Date

SCHEDULE

Design Application Number	Title	Description	Application Date	Country
29/592,805	An oral and topical syringe		2 February 2017	United States of America
29/592,815	Aan oral and topical syringe		2 February 2017	United States of America
29/592,826	An oral and topical syringe		2 February 2017	United States of America
29/592,827	A dispensing top for a bottle		2 February 2017	United States of America